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AN APPEAL
TO THE
EXECUTIVE OF PENNSYLVANIA.

AN ADDRESS
TO
GOVERNOR JOHN F. HARTRANFT,
INVOKING THE AID OF THE STATE
AGAINST THE
UNLAWFUL ACTS OF CORPORATIONS.

PRESENTED AUGUST 15, 1878.

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1878.

The 20th Section of the First Article of the CONSTITUTION OF PENNSYLVANIA, provides in its "DECLARATION OF RIGHTS":

"The citizens have a right in a peaceable manner to assemble together for their common good, and to apply to those invested with the powers of government for redress of grievances or other proper purposes, by petition, address or remonstrance."

The Third Section of the Seventeenth Article of the CONSTITUTION, provides that—

"All individuals, associations, and corporations shall have equal right to have persons and property transported over railroads and canals; and no undue or unreasonable discrimination shall be made in charges for, or in facilities for, transportation of freight or passengers within the State, or coming from, or going to, any other State."

And the Seventh Section provides that—

"No discrimination in charges or facilities for transportation, shall be made between transportation companies and individuals, or in favor of either, by abatement, drawback or otherwise, and no railroad or canal company, or any lessee, manager or employe thereof, shall make any preferences in furnishing cars or motive power."

And the Twelfth Section directs that—

"The General Assembly shall enforce by appropriate legislation, the provisions of this Article."

The Third Section of the Sixteenth Article provides that—

"The exercise of the police power of the State shall never be abridged, or so construed, as to permit corporations to conduct their business in such a manner as to infringe the equal rights of individuals, or the general well-being of the State,"

And the Thirty-first Section of the Schedule declares that—

"The General Assembly at its first session, or as soon as may be after the adoption of this Constitution, shall pass such laws as may be necessary to carry the same into full force and effect."

To His Excellency,

JOHN F. HARTRANFT,

Governor of Pennsylvania :

SIR—The undersigned, members of a Committee appointed by the General Council of the Petroleum Producers Union for that purpose, address to you, as the official head of the Commonwealth, a plain statement of facts, to a great extent known to be true from personal knowledge, and all material parts of which are susceptible of proof by competent evidence.

We address you, not only as individuals whose personal interests have been affected, whose property has been rendered comparatively valueless, and whose capital and labor are bound against their consent, to increasing the gains of grasping corporations, but as citizens of the great Commonwealth of Pennsylvania, apparently prostrate, and powerless to control one of its greatest products, and the immense business that annually flows from it.

The Petroleum production of Pennsylvania is confined geographically to the north-western portion of the State, extending from its border upon New York State nearly to Pittsburgh, and is the chief interest in the counties of McKean, Warren, Forest, Crawford, Venango, Clarion, Butler and Armstrong.

The amount of money invested in well property, constantly to be renewed and kept good, represents at least twenty millions of dollars, and while the value of the lands upon which the wells are located, is not easily determined, it represents many times the value of the well property.

Petroleum should yield at the wells, with its transportation and sale unfettered, twenty-five to thirty-five million dollars annually, while as an article of export, it ranks third among the products of the Nation, and as first among its manufactured exports.

For transportation outlets, it has the Pennsylvania Railroad to the seaboard at an average distance therefrom, of less than 400 miles. The New York Central and Lake Shore Railroads reach Oil City by way of Cleveland, Ohio, 764 miles from the seaboard, and Titusville, by way of Dunkirk, N. Y., 571 miles to the seaboard, and the New York Lake Erie and Western, and Atlantic & Great Western Railways reach Oil City by way of Meadville, 550 miles to the seaboard.

CONDITION OF THE TRADE IN 1871.

At that time the lines of the Pennsylvania Railroad in the Oil Region were dotted with refineries, located at Tidioute, Henry's Bend, Oleopolis,

Oil City, Corry, Titusville, Miller Farm, Rouseville, and other points on the Oil Creek Railroad, at various points on the Philadelphia & Erie Railroad, and on the Allegheny Valley Railroad, these roads being tributaries of and controlled by the Pennsylvania Railroad, while upon its main line extensive refineries were located at Pittsburgh and Philadelphia. The refineries at Cleveland, Ohio, confined themselves in a measure, to the western domestic trade, and those of Portland, Boston and New York had generally specialties in the trade.

The markets were filled with buyers of crude and refined ; information as to stocks, production and consumption was open and obtainable, and values were regulated by the law of supply and demand.

In its relation to this trade, Western Pennsylvania almost exclusively possessing this product, with ample refineries in its midst ; with its great State Railroad penetrating the producing region, and by it, having the shortest route to the seaboard ; with the Allegheny River as an additional means of transportation to Pittsburgh, the western terminus of the Pennsylvania Railroad, and with Philadelphia, its eastern terminus as an exporting point, Pennsylvania had, and was entitled to, the control of the refining and transportation of its own product.

CONDITION OF THE TRADE IN 1877-8.

Now, this is all changed ! The refineries on the lines of the Pennsylvania Railroad have been demolished, excepting where reached by rival railroads, and this business has been transferred to Cleveland and New York, the refineries remaining in this State having passed into the ownership and control of a foreign organization, as has also the local transportation from the wells, by means of pipe lines to the lines of the railways.

The transportation of every nature is subject to its dictation ; it possesses every avenue of information ; it affixes its own value to the crude product when purchasing, and the refined products when selling ; it establishes its own rates of compensation to be paid the railways, and the laws of commerce which govern values in other products are in this, a part of the history of the past. So far as the petroleum trade is concerned an enterprise or investment therein, is only a wager as to what step the Standard Oil Combination will next take. With the world consuming double the amount of our petroleum, that it did in 1871, the thirty millions which should be received from the crude product, has dwindled to its half ; the fifteen millions which should be the profit of Pennsylvania refineries has been transferred to Ohio and New York, and the twenty millions which should have swelled the earnings of the railways, have gone—no one dare say where—but the colossal fortunes acquired since 1872, by every member, (so far as its members are known) of this now world-renowned organization, are proofs of the success attendant upon a

scheme, no less unlawful than gigantic, and which has all the outward and visible signs, of inward and spiritual corruption. To-day, a foreign corporation is the absolute master of the production and its value, of transportation by pipe lines, transportation by railroad, and the compensation therefor, of storage and refining, and the profit thereof, and dictates prices through the world, of the first, or among the first of the products of Pennsylvania, and of the United States, and this to the impoverishment of thousands of citizens, and the destruction of each of these interests within the State. That this has been accomplished through and by means of the co-operation of the Pennsylvania Railroad, its management and influence, is matter of record.

THE FIRST ATTEMPT TO MONOPOLISE THE TRADE

was initiated by the conveyance, by R. D. Barclay, Thomas A. Scott's Private Secretary, and S. S. Moon, the Legislative Agent of the Pennsylvania Railroad, to a party composed principally of Cleveland and New York men, headed by an agent of the New York Central and Erie Railways, of a charter granted by the Legislature of Pennsylvania for a different purpose, under which they organized for the seizure of the Petroleum trade, retaining the charter title of

"THE SOUTH IMPROVEMENT COMPANY,"

the then managers thereof, being the managers of the organization now known as the Standard Oil Company.

With the South Improvement Company, not a member of which lived in the Oil region, or was an owner of oil wells or oil lands, the Pennsylvania Railroad hastened to execute a contract (January 18, 1872,) giving it the sole and exclusive control of all Petroleum shipments thereon, regardless of ownership, and securing this, by the payment by the railroad of a rebate or drawback to the South Improvement Company, of such a sum, as would have inevitably driven all others out of the trade, and lest there might be doubt as to the intent to so do, it was expressly stipulated in the fourth article thereof, that that was the result aimed at, and the Pennsylvania Railroad therein bound itself so far as it legally might, to aid in accomplishing it. (See copy of contract annexed hereto.)

The action of the Legislature and of Congress, and the uprising of the people against this unparalleled iniquity, destroyed the combination for the time being, the railroads having pledged themselves to never attempt a similar outrage. (See agreement hereto attached, dated March 25, 1872.)

The local transportation of Crude Petroleum had been gradually changing from movement by barrels to carriage in

PIPE LINES

from the wells to tankage located on the lines of railway, the principal of

which pipe lines, at this time known as the Pennsylvania Transportation Company, (formerly Allegheny Transportation Company,) was under special charters of the Legislature, and owned and controlled by Messrs. Scott, of the Pennsylvania and Fisk & Gould, of the Erie Railways. The Legislature had been petitioned at various times since 1866, to pass a Free Pipe Law, but the various bills introduced for that purpose could never overcome the opposition of the Pennsylvania Railroad in the Legislature. During the excitement attendant upon the rise and fall of the South Improvement Company scheme, the effort was renewed, and the Legislature enacted a law, restricted to the eight Oil producing counties, but the Pennsylvania Railroad influence was strong enough to exclude Allegheny county from the operation of the Act, thus shutting out Western Pennsylvania from Pittsburgh, the terminus of the Pennsylvania Railroad, the natural outlet of the Oil Region, and the natural refining point of the United States.

The succeeding efforts to pass a Free Pipe Law, either general in its nature, or to permit construction of pipe lines to lines of railway within the State, or to include Allegheny county in the law of 1872, have been defeated invariably by the opposition of the Pennsylvania Railroad, and the law of 1874, known as the Wallace Act, was so framed and enacted as to leave it doubtful, whether it had not succeeded in withdrawing from the eight counties referred to, all the rights conceded to them by the act of 1872, a wrong which no subsequent Legislature has been able to redress.

Under the law of 1872, pipe lines owned by citizens in the Oil Region had been organized, and were in operation, giving free access to the railways, but after the passage of the Wallace Act, (April 29, 1874,) the Standard Combination, which had never really abandoned the South Improvement scheme, systematically undertook their destruction, by forcing them into insolvency and then absorbing them. This required railway co-operation, and various means were employed therein, notably among which is the scheme adopted by the ring, and promulgated by the railroads, October 1, 1874. (See circular attached hereto, dated September 9, 1874.) An explanation is necessary to understand, why the railroads should unite : *First*, To carry oil received by them through pipe lines that had combined to maintain a given rate for pipeage, twenty-two cents per barrel cheaper than on oil received from pipe lines not so combining, and *Second*, To further weaken the refineries remaining in Western Pennsylvania, by depriving them of their geographical advantage of proximity to the crude product, to the coal used as fuel, and to the exporting ports, by *free transportation* of crude petroleum to the ring refineries in other States. Various pipe lines had already been forced out of existence, had been bought up, and united, under the name of The United Pipe Lines, which was owned, one-third by the Standard Oil Company, one-third by the Lake Shore and New York Central Railroads, and one-third by individuals, who were members of and directors in the Standard Oil Company. The

Pennsylvania Railroad had as its particular feeder a similar organization, known as the Empire Pipe Line. This explains the *first* point referred to above. The *second*, so far as the Pennsylvania Railroad is concerned, is inexplicable upon any ordinary hypothesis or under any known theory in railroad politics. The scheme was a success, pipe lines one after another succumbed, and refiner after refiner was bankrupted and his works absorbed.

This effected, the monopoly, backed by the New York railroads, in one of which it exercised unlimited power, felt strong enough to demand of the railroads, that it should be given the future sole conduct of the trade under the old South Improvement plan. Upon this, the Pennsylvania Railroad apparently awoke to its danger, resisted the demand, and in July, 1877, President Scott announced as the policy of the Pennsylvania Railroad, open and free trade to all shippers of petroleum. It was then conducting its oil traffic through its ally, the Empire Transportation Company, which possessed a system of pipe lines, (before referred to,) extending over the Oil Region, controlling a large portion of the production, with ample tankage, with a large rolling stock upon the Pennsylvania Railroad, and owning or controlling a refining capacity nearly equal to one-half the consumption of the world. In the following month, (August, 1877,) immediately after the riots at Pittsburgh, which were in their extent the natural outgrowth of railroad freight discrimination against that city, the monopolists succeeded in convincing the officials of the Pennsylvania Railroad that it was to their, or its interest, to force the Empire Company, its cars, its pipe lines, its tankage and its refineries into their hands. The people of Western Pennsylvania protested in a communication to the President and Directors of the Pennsylvania Railroad in September, before the extent of the proposed iniquity had become fully known to the public, which communication seems never to have reached the Board of Directors. (Copy hereto attached, dated September 11, 1877.) The outrage was finally consummated October 17, 1877, and the Pennsylvania Railroad was left without the control of a foot of pipe line to gather, a tank to receive, or a still to refine a barrel of petroleum, and without the ability to secure the transportation of one, except at the will of men who live and whose interests lie in Ohio and New York.

Into those hands had now passed the last refineries of Pennsylvania, the last means of transportation from the wells to the railroads, and the last means of carriage to the markets of this country and of the world. The South Improvement scheme (less its chartered organization as in 1872) was at last an accomplished fact, and in the successful designing, prosecution, consummation and operation of which, it is impossible not to believe that railroad officials were personally interested.

CONGRESSIONAL LEGISLATION.

As the conspiracy was evidently gaining strength, the people of Pennsylvania united in an effort to induce Congress to again interfere as in

1872, and in 1876, it directed an investigation, which was conducted in a dilatory manner by a committee, a prominent member of the Standard Oil Company, and not a member of Congress, presiding behind the seat of the chairman. Vice President Cassatt, of the Pennsylvania Railroad, was the only prominent railway official who appeared in obedience to the subpoenas of the Speaker of the House of Representatives, and he refused to give the committee any information as to the matter under investigation, and the Counsel of the Pennsylvania Railroad, ex-Senator Scott, appeared before the committee in justification of his so doing. The Financial Officer of the Standard Oil Company appeared before the committee, accompanied by a member of Congress—also a member of that Company, and promptly refused to give the committee any information as to the organization, or the names of its members, or its relations with the railroads. The influence and power of the combination was apparent; the committee never reported; never complained of the contempt of its witnesses, and all the evidence and record of its proceedings effectively disappeared. In 1877-8, a bill was introduced by Representative Watson, of Western Pennsylvania, seeking to prevent discrimination in inter-State Commerce, which has been reported by a committee, but which can hardly overcome the covert opposition which it meets.

RECENT STATE LEGISLATION.

All efforts to obtain a Free Pipe Law in this State having through a series of years proved unavailing, although New York, in its efforts to control the trade in Pennsylvania petroleum, had enacted such a law, a bill was prepared, enforcing in this State, the Third and Seventh Sections of the Seventeenth Article of its Constitution. This bill, known as

THE ANTI-DISCRIMINATION ACT

provided, that shippers of property by car load, from any point on a railroad within the State, to any other point within the State, should be charged equal rates and given equal facilities. Copies of the proposed law were sent to the prominent railroad officials in the State, but its provisions were so fair and protective to every citizen of the State, and to every legitimate railroad interest, that neither before the Judiciary Committee of the Senate, which reported it favorably by an unanimous vote, nor in the Senate which passed it with but one dissenting voice, nor before the Judiciary Committee of the House, which reported it unanimously, did any railroad stockholder, official, or legislative agent appear to offer an objection to its becoming a law. Yet it was killed in the House by the familiar means employed by legislative agents in disposing of measures objectionable, but not debateable. Had the bill become a law, it would have re-built the refineries of the State, with Philadelphia, (whose petroleum trade under the monopoly has gradually dwindled to a fraction of its former magnitude) as the exporting point, with the Pennsylvania Railroad as the transporter thereto, and the people of Western Pennsylvania might have arisen from a community of miners, working for the benefit, and under the rule, of a foreign corporation, to their former condition, as citizens of a prosperous mining and manufacturing section of the State.

RESULTS AND EFFECT OF THE SUCCESS OF THE CONSPIRACY.

Upon, or with the New York railroads, no appeal or representation of the people of this section would have any weight or influence. Their managers reside in Cleveland and New York, and are subject to the daily manipulations of the monopoly managers, while in our own State, to all efforts for emancipation or toward the restoration of trade to its natural channels, the Pennsylvania Railroad and its power, is as a Chinese wall. Its President and Vice President admit the preferences in rates given to the monopoly, and boldly announce their intent to continue in so doing; they claim the legal right to so do, and challenge resistance; they obstruct all efforts of producers, shippers and refiners by delaying or restricting facilities; by threatening other railroads with severance of connections and deprivation of general traffic if they transport petroleum for parties outside the monopoly; they refer applicants for rates and facilities over the Pennsylvania Railroad to the Standard Oil Company, and offering their personal service as negotiators for such rates and facilities, assure all that there is no hope of success in the trade unless by a coalition with the Standard.

We have thus far given not more than an outlined sketch of this enormous Monopoly, its plan, its growth, and its results. We have not burdened your Excellency with details of individual oppression and outrage, but we should fail to discharge our duties to ourselves and as citizens, if we neglect to recite some of the means by which the most deplorable results are produced to our State and section. Wrong is constantly perpetuated and Right driven further from us. True it is, that in many things, the monopoly has been unwittingly aided in its schemes by unwary concessions as to the management of its business, by producers of petroleum themselves, but they had a right, as men pursuing an honest calling, to believe that they were dealing with honest men, and not with a gang of public plunderers, leagued together by no better tie than the sordid desire of gain, to be acquired by methods of corruption and lawlessness.

By the theory of the law, corporations derive their powers from the people of the Commonwealth in General Assembly convened; they have no powers not delegated to them by the people; they take nothing by implication; they are public servants, invested for the public benefit with extraordinary privileges, and their charters may be taken from them when they cease to properly perform the duties of their creation. The Railroad and Pipe Line Companies are common carriers of freight for all persons, are bound to receive it when offered at convenient and usual places, and to transport it for all, for reasonable compensation, without unreasonable discrimination in favor of any. These are but simple statements of well established legal principles, never doubted in any Court, but affirmed by every tribunal that has ever considered them. Yet the people who granted these special privileges, are now upon the defensive, their rights denied by these corporations, and they are challenged to enter the Courts to establish them, while in the meantime they are inoperative, to the irreparable injury of their business. They have

yielded to the railways that they have created, a part of their sovereignty, and given them the right to take private property for public use, but restricting such taking, strictly to such use. Yet where the narrow strip of land used as a railway roadbed, runs through valuable oil lands, this combination is strong enough to demand from the railways its transfer to them, that they may and do thereon, sink their own oil wells, and thereby drain the oil from the adjoining lands whose owners gave the strip for public use by a railroad.

The owners of lands along the line of the Allegheny Valley Railroad, producing petroleum from those lands, with their own pipe line running to their own shipping racks, by the side tracks of that railroad are unable to obtain cars in which to load their product for transportation, at any rate of freight, while their tanks overflow. Shippers of petroleum are refused cars, or are promised them, only to find the promises broken, and their contracts rendered impossible of fulfilment, while the monopoly demands and is given all the cars belonging to the railroads, it permitting its own private cars to meantime stand idle, so that the railroad may assert its inability to accommodate all.

Owners of tanks connected with the monopoly pipe lines, with ample storage therein for their own product, are refused transportation from their own wells upon the ground that "their tanks are full," a barefaced and daily demonstrated falsehood. Other producers of petroleum are refused transportation by the pipe lines, on the plea of want of capacity to carry, and at the same time are informed that their oil will be carried if they will sell it to the ring, "immediate shipment."

If the applicant's tanks are overflowing, or if he needs money and complies with their terms, he is offered a price from two and a half to twenty-five cents below the market value. If he accepts and sells a fixed amount of his oil, the pipe line removes all but five or ten barrels, delays for days and weeks to take the remainder, and refuses to pay for any until all is taken. This is known as the "immediate shipment swindle."

By their use of the petroleum of others stored in their tanks and lines; by the overissue of Pipe Line Certificates; by refusal to perform their public duties; by open defiance of the Law and impudent evasions of its provisions, the Pipe Line and Railroad Companies leave to the People, whose creatures they are, but two remedies—an appeal for protection, first, to the Law of the land, next, to the higher law of Nature!

These corporations have made themselves the interested tools of a monopoly, that has become the buyer, the carrier, the manufacturer and the seller, of this product of immense value. It needs no argument or illustration to convince, that in such a position, this foreign corporation is in direct antagonism to the producer, the laborer, and the consumer.

The South Improvement conspiracy embraced in its scheme, the ownership of the oil producing territory, wells and machinery. If the present course of its successor cannot be stayed, it is merely a question of time, when the ownership of the entire oil production will fall into its hands, through the impoverishment of thousands of our citizens, and their inability to contend longer.

That monopolies are dangerous to free institutions, is a political maxim so old as to have lost its force by irrelevant repetition, but if anything were needed to awaken the public sense to its truth, the immediate effect of this giant combination is before us. Throughout the Oil Region, as wherever it does business, it now has its own acid works, glue factories, hardware stores, and barrel works. We have seen that it is master of the railroads, and owns and controls all the refineries, all the pipe lines. All these enumerated industries controlled by them, employ large numbers of laborers dependant for the support of themselves and their families, upon the daily labor given or withheld by this powerful conspirator. At the flash of the telegraphic message from Cleveland, Ohio, hundreds of men have been thrown out of employment on a few hours' notice, and kept for weeks in a state of semi-starvation, and justifiable discontent, deceived meanwhile with delusive promises of work, until the Autocrat of a foreign corporation, maintained and upheld by the chief among Pennsylvania corporations, gives leave from within the borders of a foreign State, for the Pennsylvania laborer to earn his bread.

Along the valley of Oil Creek, and the Allegheny valley, where a few years since the smoke of busy refineries and their attendant industries, darkened the air, piles of rusted iron, and heaps of demolished brick work, mark the results of the conspiracy; where a few years since busy men crowded to and fro in the pursuit of lawful trade in a great staple, there is now silence and emptiness. The producer, once surrounded with competitive buyers of his product, now goes with crowds of his fellow victims, to wait his turn for leave to sell it at a dictated price, to a single agent of a single purchaser.

To permit to stand unattacked, the foul principles of such an organization, to permit them to be fastened as lawful or right, upon the policy of the Commonwealth or the Nation, is to lay the foundation for the exile of capital, endless injury to the public interests, endless oppression of the laborer, riots, tumults, and the decay of the State.

So far as this public wrong is within the scope of Executive interference, we ask that immediate steps be taken to enforce by legislative enactment, the wise provisions of our State Constitution, and by such legal processes as are necessary, compel obedience to law, and the performance by chartered companies of their public duties.

B. B. CAMPBELL, of Pittsburgh.
 E. W. CODINGTON, of Bradford, McKean County.
 LEWIS EMERY, JR., of Bradford, McKean County.
 GEO. H. GRAHAM, of Petrolia, Butler County.
 J. A. VERA, of St. Petersburg, Clarion County.
 H. O. ROBBINS, of Turkey City, Clarion County.
 L. H. SMITH, Petrolia.
 R. B. BROWN, Clarion.
 D. S. CRISWELL, Oil City.
 A. J. SALISBURY, Karns City.
 A. N. PERRIN, Titusville, Crawford County.
 W. B. BENEDICT, Enterprise, Warren County.
 H. W. BUMPUS, Monroe, Clarion County.
 SAM Q. BROWN, Pleasantville, Venango County.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF CRAWFORD, } ss :

Personally appeared before me, a Notary Public for Pennsylvania, at Titusville, in said county, B. B. Campbell, E. W. Codington, Lewis Emery, Jr., George H. Graham, J. A. Vera, H. O. Robbins, L. H. Smith, R. B. Brown, D. S. Criswell, A. J. Salisbury, A. N. Perrin, W. B. Benedict, H. W. Bumpus, and Sam Q. Brown, who being duly sworn, depose and say that the statements contained in the foregoing address are true when within their own knowledge, and when derived from information by others, they believe them to be true.

Subscribed and sworn before me }
this 13th day of August, 1878. }

{ NOTARIAL }
{ SEAL. }

SAMUEL GRUMBINE,
Notary Public

*CONTRACT BETWEEN THE SOUTH IMPROVEMENT COMPANY
And the
PENNSYLVANIA RAILROAD COMPANY.*

Dated January 18, 1872.

AGREEMENT made and entered into this eighteenth day of January, in the year eighteen hundred and seventy-two, by and between the South Improvement Company, a corporation organized and existing under the laws of the State of Pennsylvania, party hereto of the first part, and the Pennsylvania Railroad Company, on its own behalf, and on behalf of all other railroad companies, whose roads are controlled, owned or leased by it, or with which it has sufficient running arrangements, which other roads are herein described as the connections of the said Pennsylvania Railroad Company, party hereto of the second part.

Witnesseth :

WHEREAS, the party hereto of the first part has been organized for the purpose, among other things, of increasing, facilitating and developing the trade in and the conveyance and transportation of petroleum and its products, and for that purpose proposes, among other things, to expend large sums of money in the purchase, erection and construction of, and maintaining, and conducting works for storage, distillation and refining, warehousing and transportation, and in various other ways, upon the inducement, among other things, of this contract.

And Whereas, the magnitude and extent of the business and operations proposed to be carried on by the party hereto of the first part will greatly promote the interest of the party hereto of the second part, and make it desirable for it, by fixing certain rates of freight, drawbacks and rebates, and by the other provisions of this *agreement*, to encourage the outlay proposed by the party hereto of the first part, and to facilitate and increase the transportation to be received from it.

And Whereas, it has been agreed by and between the party hereto of the second part, for itself and its connections, the Erie Railroad Company, for itself and its connections, and the New York Central Railroad Company, for itself and connections, that the business of transporting, by railroad, crude petroleum and its products, toward the Atlantic coast, from the points of production and refining, on their lines of road, shall be allotted by the party hereto of the first part, to the said three companies, in the proposition of forty-five (45) per cent. of the whole to the Pennsylvania Railroad Company, for itself and its connections, including the Philadelphia & Erie Railway, the Northern Central Railway, the Allegheny Valley Railroad, Camden and Amboy Railway, the Pennsylvania Company, and all other railroads which are, or may be, controlled, owned and leased by it, or with which it has, or may have, sufficient running arrangements; twenty-seven and a half ($27\frac{1}{2}$) per cent. of the whole to the Erie Railway Company, for itself and its connections, and twenty-seven and a half ($27\frac{1}{2}$) per cent. of the whole to the New York Central Railroad Company for itself and its connections, and that the transportation beyond Cleveland and Pittsburg over the railroads of the said companies and their connections, in other directions than toward the Atlantic coast, west from said points of production and refining, shall be allotted by the party hereto of the first part, in the proportion of one-third thereof, to the party hereto of the second part, for itself and its western connections, and the remainder to other railroads.

Now, therefore, this agreement witnesseth: That the parties hereto for themselves and their successors, in consideration of the promises, of the mutual execution hereof, and of the mutual advantages hereby conferred, have covenanted and agreed, and hereby do covenant and agree each with the other, as follows:

ARTICLE FIRST.

The party hereto of the first part covenants and agrees:

1. To furnish to the party hereto of the second part for transportation, such a proportion of the crude petroleum and its products, owned or controlled by the party hereto of the first part, as shall give to the party hereto of the second part forty-five per cent. of all the crude petroleum and its products, sent from the points of production and refining toward the Atlantic coast, by the said Pennsylvania, the Erie, and the New York Central railroads and their connections, and thirty-three and one-third per cent. of that which is sent west of Pittsburg and Cleveland by those railroads and their connections.

2. To provide suitable tankage at the points where petroleum is produced, on the railroads of the party hereto of the second part and its connection, in which to receive crude petroleum preparatory to shipment, with the necessary pipes, pumps, racks and other appliances for its convenient transfer in bulk into railroad cars.

3. To deliver to the railroads of the party hereto of the second part, and its connections, at the places of shipment, and to receive from them, at the places of destination, all crude petroleum and its products transported over their roads for the party of the first part.

4. To provide at the places of destination on the seaboard, necessary and suitable yards, wharves, warehouses, sheds, tanks, pipes, pumps, and motive power, for the reception of petroleum and its products, and loading vessels therewith.

5. To provide, maintain and operate the works necessary to refine crude petroleum upon the largest scale practicable, and with such skill, and on such a system of organization and division of labor, as will secure both efficiency and economy ; and for that purpose and for the purpose of developing and increasing the petroleum trade of the country, to provide and maintain all suitable and necessary means and facilities.

6. To keep records of the transportation over the railroads of the party hereto of the second part, and its connections, and so far as it can obtain the same over the Erie and the New York Central railroads and their connections, of all petroleum and its products, showing the number of barrels of forty-five gallons each in bulk, and the number of barrels of forty-seven gallons in barrels, carried by each road, with the points of receiving and delivery, and the amount of freight received by each road for such transportation, which records shall at all reasonable times be open to the inspection of the duly constituted representatives of the party hereto of the second part.

Monthly abstracts of all such records shall be regularly sent to the party of the second part.

7. To pay the party of the second part weekly for all transportation over its roads and its connections, of petroleum and its products, such gross rates and half-rates of freight as are hereinafter specified, less the rebates and drawbacks hereinafter provided to be retained by the party hereto of the first part for its own use.

ARTICLE SECOND.

The party hereto of the second part covenants and agrees :

1. That the party hereto of the second part, will pay and allow to the party hereto of the first part, for its own use, in all petroleum and its products, transported over the railroads of the party hereto of the second part and its connections, for the party hereto of the first part, rebates, and on all transported for others, drawbacks, at the rates hereinafter provided, except in the case specified in Article Third.

2. To deliver to the party hereto of the first part, all petroleum and its products in packages, transportation over the railroads of the party hereto of the second part, and its connections, by whomsoever shipped, and consigned to the party of the first part, at the warehouses of the party of the first part, at the seaboard and inland, at the depots of the party of the second part, at the places of destination, and to deliver all petroleum and its products, in bulk, owned by or consigned to the said party of the first part, at any point required on the line of the railroads, of the party of the second part and its connections.

3. To transport and deliver petroleum and its products over the railroads of the party of the second part, and its connections, at gross

rates, which shall at no time exceed the following, without the consent of both parties hereto.

From any point on the Oil Creek and Alleghany River Railroad to Oil City, Union, Corry or Irvineton, which are herein designated as *common points*, on each barrel of 45 gallons in bulk, and on each barrel of 47 gallons in barrels, 30 cents.

ON CRUDE PETROLEUM.

From any common point to Cleveland, for each barrel of 45 gallons, \$	.80
“ “ “ “ Pittsburgh, “ “ “ “	.80
“ “ “ “ New York, “ “ “ “	2.56
“ “ “ “ Philadelphia, “ “ “ “	2.41
“ “ “ “ Baltimore, “ “ “ “	2.41
“ “ “ “ Boston, “ “ “ “	2.71

All other points, except those on the Oil Creek and Allegheny River Railway, to the places of destination last named, the same rates as from the *common points*.

ON REFINED OIL, BENZINE, AND OTHER PRODUCTS OF THE MANUFACTURE OF PETROLEUM.

From Pittsburgh to New York, for each barrel,	\$2.00
“ “ “ Philadelphia, “ “	1.85
“ “ “ Baltimore, “ “	1.85
“ Cleveland “ Boston, “ “	2.15
“ “ “ New York, “ “	2.00
“ “ “ Philadelphia, “ “	1.85
“ “ “ Baltimore, “ “	1.85
From any common point to New York, “	2.92
“ “ “ “ Philadelphia, “	2.77
“ “ “ “ Baltimore, “	2.77
“ “ “ “ Boston, “	3.07

From and to all points intermediate between the points aforesaid, such reasonable rates as the party of the second part shall from time to time establish, on both crude and refined.

From Pittsburg, Cleveland, and other points, to places west of Pittsburg, and Cleveland, such reasonable rates as the party of the second part may deem it expedient from time to time to establish.

4. To pay and allow to the party hereto of the first part, on all Petroleum and its products, transportation for it over the railroads of the party of the second part and its connections, the following rebates, and on all transported for other parties, drawbacks of like amounts, as the rebates from the gross rates, the same to be deducted and retained by the party hereto of the first part, for its own use, from the amounts of freights, payable to the party of the second part.

ON THE TRANSPORTATION OF CRUDE PETROLEUM.

[illegible]

From the gross rate from all other points, and the six places of destination last named, rebates the same as on the rates from the common points.

ON THE TRANSPORTATION OF REFINED OIL, BENZINE, AND OTHER
PRODUCTS OF THE MANUFACTURE OF PETROLEUM.

From the gross rates from Pittsburg to New York, a rebate per bbl. of \$							.50
"	"	"	"	"	"	" Philadelphia,	.50
"	"	"	"	"	"	" Baltimore,	.50
"	"	"	"	Cleveland to		" Boston,	.50
"	"	"	"	"	"	" New York,	.50
"	"	"	"	"	"	" Philadelphia,	.50
"	"	"	"	"	"	" Baltimore,	.50
"	"	Any common point			"	" New York,	1.32
"	"	"	"	"	"	" Philadelphia,	1.32
"	"	"	"	"	"	" Baltimore,	1.32
"	"	"	"	"	"	" Boston,	1.32

From the gross rates to and from all points, intermediate between the above points, a rebate or drawback of one-third of the gross rate shall be paid.

From the gross rates from Pittsburg, Cleveland, and other points, to places west of the meridians of Pittsburg and Cleveland, a rebate or drawback of one-third of the gross rate shall be paid.

5. To charge to all other parties (excepting such as are referred to in Article 3d) for the transportation of petroleum and its products, rates which shall not be less than the gross rates above specified, and should at any time any less rate be charged, directly or indirectly, either by way of rebate, commission, allowances, or upon any pretext whatsoever, the same reduction per barrel shall be made to the party hereto of the first part, from the net rates provided for them, on all transportation for them during the period for which such reduction shall be made to others.

6. To permit the party hereto of the first part, if, in its judgment, the currents of trade should so require, temporarily to increase or diminish the proportion, as herein provided to the party hereto of the second part, for itself and its connections, as the whole business of transporting petroleum and its products, as between the party hereto of the second part, the Erie Railway Company and the New York Central Railroad Company. The party of the second part in such case, to receive from the party hereto of the first part, in full payment or indemnity, for the excess or deficiency, one-half the net schedule rates on such excess or deficiency; the other half to be paid *pro rata* to the said other companies,

whose apportioned quantity of transportation shall thus be varied ; but such diversion of business shall not, at any time, exceed one week, nor be repeated without an interval of at least sixty days, unless with the consent of the party hereto of the second part. Also, that whenever from time to time, as aforesaid, a temporary diversion of a part of the apportioned transportation of the party of the second part, to the other railroads aforesaid, or to either of them, shall become necessary, cars of the party of the second part may be loaded by the party of the first part, and sent away over such other railroads, or either of them, but the cars so sent away shall be returned without unnecessary delay, and in as good order as when taken, to the railroads of the party of the second part, and mileage at the usual rates paid for their use while absent.

7. To furnish with as much regularity as possible, at all times, good and sufficient cars, and other means suitable and necessary for the safe and prompt transportation of all crude petroleum and its products, either bulk or in barrels, which the party hereto of the first part shall desire to send from one point to another (and which shall be supplied with as much regularity as possible), on or over the railroads of the party of the second part and its connections.

8. To make manifests or way-bills of all petroleum or its products, transported over any portion of the railroads of the party of the second part or its connections, which manifests shall state the name of the consignor, the place of shipment, the kind and actual quantity of the article shipped, the name of the consignee, and the place of destination, with the rate and gross amount of freight and charges, and to send daily to the principal office of the party of the first part, duplicates of all such manifests or way-bills.

ARTICLE THIRD.

And it is hereby further covenanted and agreed by and between the parties hereto, that the rebates herein before provided for the party hereto of the first part, may be made to any other party who shall furnish an equal amount of transportation, and who shall possess and use works, means and facilities for carrying on and promoting the petroleum trade equal to those possessed and used by the party hereto of the first part.

ARTICLE FOURTH.

And it is hereby further covenanted and agreed by and between the parties hereto, that the party hereto of the second part, shall at all times co-operate, as far as it legally may, with the party hereto of the first part, to maintain the business of the party hereto of the first part, against loss or injury by competition, to the end that the party hereto of the first part, may keep up a remunerative, and so a full and regular business, and to that end shall lower or raise the gross rates of transportation over its railroads and connections, as far as it legally may, for such times, and to such extent as may be necessary to overcome such competition. The rebates and drawbacks to the party of the first part, to be varied *par passu* with the gross rates.

ARTICLE FIFTH.

It is hereby mutually agreed by and between the parties hereto, that for the purpose of meeting such exigencies, as may from time to time require change of the rates of transportation herein provided, each party on ten days' written notice from the other, shall appoint a person on behalf of such party, and the two persons thus appointed, shall have power to change and adjust the rates, which shall go into effect on being approved by the said parties hereto.

ARTICLE SIXTH.

It is further mutually agreed by and between the parties hereto that the gross rates of freight to the party hereto of the first part, shall at all times be kept as near to the net rates as is consistent with the interests of the party hereto of the first part, and that whenever in the judgment of the party hereto of the first part, it is expedient to lower the rebate below the rate above specified, it may do so, and from time to time raise the same again, not however, above the rate herein before specified. The party hereto of the first part, from time to time shall notify the party of the second part in writing of the change required, whereupon the party hereto of the second part, shall forthwith make a corresponding change of such gross rates.

ARTICLE SEVENTH.

It is further mutually agreed by and between the parties hereto, that this agreement shall continue and remain in force for the period of not less than five years, and shall not then, nor thereafter terminate, until one of the parties shall have given twelve months' written notice to terminate it.

ARTICLE EIGHTH.

It is further mutually agreed by and between the parties hereto, that if any doubt, question, difference, cause, or suit, shall at any time or times, hereafter, arise or happen between the said parties to these presents touching the construction of these presents, or any clause, matter, or thing herein contained, or any other matters, cause, or thing whatsoever, in anywise relating to or concerning this agreement, and such doubt, question, difference or dispute, shall not be fully settled by the parties to these presents within one calendar month after the same shall arise, then and in every such case, upon the request in writing of either of the said parties hereto, specifying such doubt, question, difference, or dispute, it shall be committed and referred to the hearing and arbitration of three disinterested persons; one of them to be chosen by the party of the first part, another of them to be chosen by the party of the second part, and each party on ten days' notice in writing from the other, shall make such choice and appoint a disinterested person in behalf of such party, but if either party on such notice, shall within such ten days, fail to make an

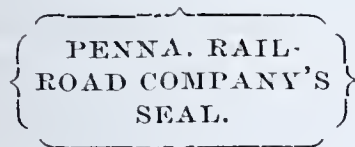
appointment, the person appointed by the other party, shall choose the second disinterested person, and the third disinterested person shall be chosen within one calendar month next after such request; and the award, order or determination, of the said three persons, to be chosen as aforesaid, or any two of them, shall be binding and conclusive on the parties hereto, and shall be performed and kept by them, without any further suit or trouble whatsoever; provided such award, order, or determination, be made in writing, under the hands of the said three persons, or of any two of them, within the space of sixty days after all the persons shall be so selected, as aforesaid. And for the further and better enforcing the performance of the award, so to be made, as aforesaid, the reference or submission for or in respect of the same, may, at the option of any of the parties to these presents, from time to time, be made as a matter of course a rule of court in any court of record.

In witness whereof, the said South Improvement Company and Pennsylvania Railroad Company, have caused their respective corporate seals to be hereto affixed, and these presents to be subscribed by their respective presidents the day and year first above written.



(Signed)

South Improvement Company.
By P. H. WATSON,
President.



(Signed)
Pennsylvania Railroad Company.
By J. EDGAR THOMPSON,
President.

(Signed)

Attest : JOS. LESLEY, Secretary.

*AGREEMENT BETWEEN RAILROADS
And the
PETROLEUM TRADE.*

Executed the 25th of March, 1872.

That all arrangements for the transportation of oil after this date shall be upon a basis of perfect equality to all shippers, producers and refiners, and that no rebates, drawbacks, or other arrangements of any character, shall be made or allowed that will give any party the slightest difference in rates or discrimination of any character whatever.

That the present rates from Oil City, Union, Corry, Irvineton, Pittsburg, Cleveland, and other competing points, shall be and remain in full force at following rates :

ON REFINED OIL, BENZINE, ETC.

							Per Barrel.
From Oil City, Union, Corry and Irvineton to	Boston,	.	.	.	.	.	\$1.65
" " " " " " "	New York,	.	.	.	.	.	1.50
" " " " " " "	Philadelphia,	.	.	.	.	.	1.35
" " " " " " "	Baltimore,	.	.	.	.	.	1.35
" Cleveland to	Boston,	.	.	.	.	.	1.65
" " " " " " "	New York,	.	.	.	.	.	1.50
" " " " " " "	Philadelphia,	.	.	.	.	.	1.35
" " " " " " "	Baltimore,	.	.	.	.	.	1.35
" Pittsburg " " " " " "	New York,	.	.	.	.	.	1.50
" " " " " " "	Philadelphia,	.	.	.	.	.	1.35
" " " " " " "	Baltimore,	.	.	.	.	.	1.35

ON CRUDE OIL.

From Oil City, Union, Corry and Irvineton to	Boston,	.	.	.	.	.	\$1.50
" " " " " " "	New York,	.	.	.	.	.	1.35
" " " " " " "	Philadelphia,	.	.	.	.	.	1.20
" " " " " " "	Baltimore,	.	.	.	.	.	1.20
" " " " " " "	Cleveland,	.	.	.	.	.	50
" " " " " " "	Pittsburg,	.	.	.	.	.	50

And said rates shall not be liable to any change either for increase or decrease without first giving to William Hasson, President of the Producers' Union at Oil City, at least ninety days' notice in writing of such contemplated change.

In the distribution of cars for shipments, it shall be done without discrimination.

On the basis as hereinbefore stated, the parties respectively agree to carry out the arrangements in good faith and work for the mutual interests of each other.

In witness whereof the parties have hereunto affixed their signatures this 25th day of March, A. D. 1872.

For the Lake Shore & Michigan Southern Railroad Company,
H. F. CLARK, President.

For the Erie Railway Company,
O. H. P. ARCHER, Vice President.

For the New York Central & Hudson River Railroad Company,
WM. H. VANDERBILT, Vice President.

For the Atlantic & Great Western Railroad Company,
GEORGE B. McCLELLAN, President.

For the Pennsylvania Railroad Company,
THOMAS A. SCOTT, Vice President.

On behalf of the Producers and Refiners,
G. SHAMBURG,
E. G. PATTERSON,
WILLIAM HASSON,
HENRY BYROM,
WILLIAM PARKER,
JOHN J. FISHER,
Oil Creek Producers and Refiners.
J. J. VANDERGRIFF,
A. P. BENNETT,
WILLIAM M. IRISH,
WILLIAM T. SCHEIDE,
Oil City Producers and Refiners.
HENRY N. ROGERS,
F. C. FLEMING,
JOSIAH LOMBARD, Jr.,
New York Refiners.
B. VAUGHAN, Boston Refiners.

THE NEW YORK CENTRAL & HUDSON RIVER RAILWAY COMPANY. }
 GENERAL FREIGHT AGENT'S OFFICE, GRAND CENTRAL DEPOT, }
 NEW YORK, Sept. 9th, 1874.

DEAR SIR:—Commencing October 1st, 1874, the following rates on Refined and Crude oil shall govern all lines:—

The rates on Refined oil from all refineries at Cleveland, Titusville and elsewhere in and adjacent to the Oil Region shall be as follows :

To Boston	\$2 10	per barrel.
" Philadelphia,	1 85	" "
" Baltimore,	1 85	" "
" New York,	2 00	" "

Net rate on Albany 15 per cent. less, from which shall be refunded the amount paid for the transportation of crude oil by rail from the mouth of the pipes to the said refineries, upon the basis of 14 barrels of crude oil to the refineries for every 10 barrels of refined oil forwarded by rail from them (the refineries) to the eastern points named.

Settlements of this drawback to be made on the refined oil forwarded during each month.

No rebate from these rates will be paid on oil reaching refineries direct by pipes.

On crude oil the rates from all initial points of rail shipments in the Oil Regions shall be as follows :

To Boston \$1 75 per barrel.

To New York, \$1 50 per barrel (net rate on Albany 15 per cent. less).

To Philadelphia, \$1 50 per barrel.

To Baltimore, \$1 50.

From which shall be refunded twenty-two cents per barrel, only on oil coming from pipes which maintain the agreed rates of pipeage.

A barrel shall in all cases be computed at 45 gallons.

You will observe that under this system the rate is even and fair to all parties, preventing one locality taking advantage of its neighbor by reason of some alleged or real facility it may possess.

Oil refiners and shippers have asked the roads from time to time to make all rates even, and they would be satisfied. This scheme does it, and we trust will work satisfactorily to all.

Respectfully Yours,

J. H. RUTTER, Gen'l Freight Agent.

The formal mutual agreement prescribed by President Scott, as between his Road, the Empire Transportation Company, the Empire Lines and the Petroleum trade, was agreed upon and reduced to writing July 20, 1877, but not executed. The Riots at Pittsburg commenced July 22, and disorder followed throughout the State for nearly a month. August 25 the Pennsylvania Railroad gave in its adhesion to the present monopoly scheme. When public suspicion as to its existence was aroused, the following communication was delivered to President Scott.

TO THE PRESIDENT AND DIRECTORS PENNSYLVANIA RAILROAD CO.

GENTLEMEN—About July 1 last the undersigned were of a delegation from the Oil Region of our State, asking of your road an assurance that its course during the preceding two months, in giving to all producers and shippers of petroleum, equal facilities and impartial rates might be formally made its permanent policy.

In an interview with your President at that time, that assurance was given, coupled with the requisition that such support should be given it by the Producers and Shippers as would repay it for the exertion it must make in defending that policy, and guaranteeing that such support should be continuous and permanent.

The people of the Oil Region were only too glad to enter into such an agreement, and steps were immediately taken of a practical nature to carry it out.

It was understood that it could not be *immediately* done.

After the formal abandonment by the Trunk Lines of the South Improvement Company in 1872, your road for some months faithfully adhered, as we believe, to the pledge then given by all the Trunk Lines, that no discrimination should be thenceforth be permitted. We believe also, that it stood alone among the roads in adhering to it, for gradually the persons constituting the South Improvement Company, were placed by the roads in as favorable a position as to rates and facilities, as had been stipulated in the original contract with that Company. At this time, the line of your road in Western Pennsylvania, including that under your influence and control, was dotted with refineries capable of producing a large proportion of the refined oil needed by the world. The policy of the Standard Oil Company, the successor in every thing but name of the South Improvement Company, has resulted in the dismantling and abandonment of every one of those refineries (as soon as they fell into their possession) which could not be reached by some other and a rival road to yours, and now there are in the oil region proper but few refineries and those universally owned by the Standard Oil Company, those in Pittsburg being owned or controlled by that combination or by

the Conduit or Empire Lines. The use and export of crude oil is but a small proportion of the consumption, and time and money were required to re-establish this great product upon its former basis, and these people were glad to furnish all needed means to accomplish this end, as are also capitalists at other points not strictly within the Oil Region, yet upon your lines.

We are met in the midst of this preparation by assertion of agents of the combination, and as accepted news by the Press, that such a combination is entered into, or under consideration by your Road and the Empire Transportation Company, the Erie, Central, Lake Shore and Baltimore Roads of the one part, and the Standard Oil Company of the other, as would preclude your road from carrying out the policy announced by your President at the interview heretofore referred to.

We believe there is danger that such a result may be reached, and we in behalf of those whom we represent, in making our efforts to prevent its accomplishment, or if accomplished to defeat it, as the first step, address this communication to you, desiring to present its aspect as affecting your road from our standpoint.

So far as we, and the general public are affected, you will not question, that the present scheme is but the repetition of the South Improvement scheme, never abandoned by its authors, and seeking the sole and absolute control of all petroleum produced, purchased, refined and shipped within the States of Pennsylvania, New York, Ohio, or West Virginia.

The overproduction of 1873,-'74-'75, and the consequent almost entire destruction of petroleum values, gave the Standard Oil Company, with its organization and capital, almost the desired monopoly. The equalization of consumption and production in 1876-77 brought that combination to the same point that they were in 1872—utterly unable by reason of geographical position, if for no other, to monopolise this product without the co-operation of *all* the transportation, and then only under a contract similar to that of the South Improvement Company, and including all of its dangerous and extraordinary features. None other can serve them, and so they stand to-day, and we believe that your road can enter into no compromise, treaty or arrangement which will serve the ends of the monopoly, under any less stringent stipulations and devoid of the liabilities thereof.

Under such an arrangement it is probable that the Central and Erie have transported its oil, during nearly all of this year. It is now an open secret in the producing region, that no charges follow the shipments over at least one of these roads, and crude oil is delivered in New York, in shipping order, at prices which barely repay the cost of packages and contents, with little or no remainder for transportation charges. This aid to the scheme of the combination is possibly given in view of the high

tariff and consequent large revenue promised to be derived hereafter, when the scheme has been made a success, and all opposition in trade and transportation extinguished.

Suppose your opposition to be withdrawn, and you join the alliance, when does your profit come in? We are entitled to impartiality. As we are advised, the Law, common and statute, provides for it; it pronounces those participating in such a scheme conspirators against the public weal, and there is no Court upon your line but what will enforce by mandamus and injunction, the impartiality that we ask. The combination will promise you an immediate increase of revenue. If we are well advised, will you realize upon that promise? Can you make a contract with them that if we do not succeed in destroying, it will be their interest to keep? You will not have a refinery left; and they are now completing pipe lines from Pittsburgh to Oil City, and can deliver the oil received by all their pipe lines, independent of your road and its branches. In case of a contract with them executed but afterwards broken, from what source will you derive your oil traffic and what Court will enforce the broken contract in your favor? We urge that you cannot enter into any arrangement with the Monopoly that can be permanently useful to it and to you, and doubt if it can be made temporarily so.

Suppose that you decline to enter into such a treaty, or any such scheme, but announce and adhere to the opposite policy? There is no law not even that of necessity to compel you to serve the ends of the Standard Oil Company.

If Messrs. Vanderbilt and Jewett believe that their aid alone is insufficient to the establishment of the monopoly, for how long will they carry its oil as at present for nothing, when they could have full rates, by uniting the Railroad interest, and leaving the Standard Oil Company to do its business in common with all others?

If the Pennsylvania Railroad, having the geographical position in its favor, will announce and adhere to the policy of impartial and competitive rates, in three or six months, it can have all the facilities and extent of business which the Standard Oil Company can give the competitive roads, and by men who have all to gain by so doing.

We ask consideration of our views and of our assurances of good results from their favorable consideration.

If you choose to place the matter in the light of an experiment, its trial can cost you nothing, but the failure to realize upon the immediate fulfilment of the promises of the common enemy, and that realization we believe will not be permitted.

Very Respectfully,

B. B. CAMPBELL, of Pittsburg.

E. G. PATTERSON, of Titusville.

Philadelphia, September 11, 1877.